

GENERAL TERMS AND CONDITIONS FOR SERVICES PROVIDED IN ENGLISH

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1. Introductory provisions, description of the service providers and their services

- 1.1. The Trade on the Market s.r.o., TOTM s.r.o. and TOTM ADM s.r.o. as service providers (hereinafter referred to as: „**Service Providers**”) jointly produce educational material in English in digital form on the subject of trading on the crypto market and other financial instruments on the stock exchange, which they publish in various types of educational packages on a website they operate and which is available at <https://tradeonthemarket.com/>. The Service Providers grant access to this content to their subscribers.
- 1.2. Present General Terms and Conditions (hereinafter referred to as "**GTC**") shall regulate the rules for the subscription to online educational packages containing English language educational material published on the website operated and made available at <https://tradeonthemarket.com/> (hereinafter referred to as "**Website**") by the Service Providers, the contract between the Service Providers and the Subscriber for the provision of digital content in relation to the subscription, the basic participation rules of the online seminars, and define the rights and obligations of the Service Providers and the Subscriber under the contract.
- 1.3. Service Providers data:
 - 1.3.1. Company name: **Trade on the Market s.r.o.**
Registered office: Ulica Generála Klapku 3181/37, Komárno 945 01 Slovakia
Registering Authority: Okresného súdu Nitra (Nitra District Court)
Business Registration Number: 56 852 657
Tax Number: SK2122468480
 - 1.3.2. Company name: **TOTM s.r.o.**
Registered office: Ulica Generála Klapku 3181/37, Komárno 945 01 Slovakia
Registering Authority: Okresného súdu Nitra (Nitra District Court)
Business Registration Number: 56 852 665
Tax Number: SK2122469019
 - 1.3.3. Company name: TOTM ADM s.r.o.
Registered office: Ulica Generála Klapku 3181/37, Komárno 945 01 Slovakia

Registering Authority: Okresného súdu Nitra (Nitra District Court)

Business Registration Number: 56 850 352

Tax Number: SK2122468491

The e-mail address jointly used by the Service Providers is support@tradeonthemarket.com

- 1.4. The Website of the Service Providers available at <https://tradeonthemarket.com/> is hosted by Google Warsaw (Warsaw Financial Centre, Emili Plater 53, 00-113, Warsaw, Poland, phone +48 22 207 19 00, email: press@google.com) via Google Cloud.

2. Definitions, description of service types

- 2.1. Educational Materials: means all the English language online content (including, but not limited to; podcasts, articles, blog posts, studies, knowledge material) created by the Service Providers in digital form, which are the intellectual property of the Service Providers and therefore protected by copyright, made available and stored on the Website, organized in Educational Packages, regardless of its name or form of presentation or method of publication. In addition, all the online content published in the "Live Challenge" event related to the so-called "Advanced Performance Challenge" program described in Section 2.6 of these GTC provided by the Service Providers to subscribers of certain Education Packages, as well as all the online content provided to subscribers to certain Educational Packages at the online seminars described in section 2.7 of these GTC are also considered to be Educational Material. The articles and blog posts of the Service Providers that are not included in the Educational Packages, to which non-subscribing Visitors are provided free access, are also considered to be common intellectual property of the Service Providers made in digital form and subject to copyright protection of the Service Providers.
- 2.2. Educational Packages: The Service Providers grant access to their Subscribers to the Educational Materials – excluding the articles and blog posts referred to in the previous article, which are available free of charge to non-subscribing Visitors – assorted in different Educational Packages. The two categories of Education Packages are the Single Fee Education Packages (which is referred on the Website as “**Video Trainings**”) and the Subscription Fee Education Packages (which is referred on the Website as “**Renewals**”). The detailed description and content of each of the Educational Packages provided by the Service Providers is also available on <https://tradeonthemarket.com/subscriptions/>. The Providers reserve the right to introduce a new Education Package of any category at any time. The Service Providers also reserve the right to unilaterally cancel or modify the content of an existing Subscription Fee Education Package at any time. The decision to modify or cancel an existing Subscription Fee Education Package shall be published by the Providers on the Website, with information on the Education Package affected by the modification or cancellation, the content to be modified in the case of a modification, and the date on which the modification or cancellation will take effect, which shall not be earlier than the 31st (i.e. the thirty-first) calendar day following the date of publication on the Website of the Providers’ decision to modify or cancel. From the date of the publication, no new subscription may be taken out for the Subscription Fee Education Package affected by the modification or cancellation, nor may an existing subscription be renewed.
- 2.3. Single Fee Educational Packages: means those Educational Packages that are available to the subscriber for an unlimited period after the payment of the single fee published on the Website, until the Website is operated by the Service Providers, but at least for 5 (five) years from the date of contract.
- 2.4. Subscription Fee Educational Packages: means the Educational Packages, the content of which are available to the subscriber as long as the subscriber maintains his/her subscription by paying the subscription fee published on the Website on a regular basis for the default subscription period. The Service Providers draw attention to the fact that in the cases the Service Providers also provide

the content of a Single Fee Education Package to a subscriber as part of a Subscription Fee Educational Package does not automatically mean that the subscriber is entitled to access the content of the Single Fee Education Package after the termination of the contract. For this purpose, the subscriber must order the relevant Single Fee Education Package separately. The default subscription period means 30 (thirty) calendar days. Entitlement to the subscription period is automatically renewed in such a way that on the last day of the subscription period, the Service Providers automatically debit the subscription fee for the next subscription period from the subscriber's credit card.

2.5. Service:

In the case of Single Fee Educational Packages, means the provision of access to the Educational Materials included in the package until the operation of the Website by the Service Providers, but at least for a period of 5 years from the date of the contract, on the basis of which the Service Providers grant the subscriber a license for the non-exclusive use of the content included in the selected Educational Package, subject to the limitations set out in GTC, furthermore.

In the case of Subscription Fee Educational Packages, means the followings:

- (1) the provision of access to the Educational Materials included in the package, on the basis of which the Service Providers grant the subscriber a license for the non-exclusive use of the content included in the selected Educational Package, subject to the limitations set out in these GTC,
- (2) in the case of certain Educational Packages, the provision of access to and participation in online seminars held and streamed by the Service Providers in real time; and also
- (3) in the case of certain Educational Packages, the provision of access to the "Advanced Performance Challenge" program organized by the Service Providers, as well as to participate in and contribute to the subsequent "Live Challenge" event related to it;

in all cases, for the duration of the Contract maintained by the Subscriber, but not longer than the termination of the Contract for any reason under these GTC.

The Service Providers draw the attention of the Visitors and Subscribers to the fact that all the Services provided are considered as digital content provided on non-tangible media, taking into account that the Educational Materials included in the Educational Packages are considered as data produced and delivered in digital form. The Services provided under present GTC, with the exception of the online seminars, the "Advanced Performance Challenge" program and the related "Live Challenge" events, are available to Subscribers 24/7 (that is 24 hours a day, 7 days a week), whereas the online seminars, the "Advanced Performance Challenge" program and the related "Live Challenge" events are held by the Service Providers at non-regular times but announced in advance. Nevertheless, the Service Providers reserve the right to temporarily suspend the availability of the Website for the maintenance of certain elements of the Service. The Service Providers will inform the subscribers about the planned maintenances in advance by publishing a notice on the loading interface of the Website that the Website is temporarily unavailable due to maintenance. The Service, irrespective of the fact that it is aimed at the development of the Subscriber's competences and skills for all types and categories of Educational Packages, does not constitute an adult education activity, subject to, that the Educational Materials contained in each Educational Package available on the Website constitute a digital service without interaction, which Subscribers may view at their own pace, in any order and without limitation, during the duration of the Contract (in the case of Subscription Fee Educational Packages, as long as the subscription fee is paid by the Subscriber). Furthermore, no training is organized in the course of the provision of the Service, so there is no predefined theme or timeframe.

2.6. „Advanced Performance Challenge” program: means the service provided by the Service Providers to subscribers to certain Educational Packages, whereby the opening and closing data

of positions done by the Subscriber in a learning environment (including but not limited to: Tradingview/Metatrader Paper Trading websites) submitted to the Service Providers by the Subscriber in the manner, form and time limit in accordance with the applicable participation rules, are transmitted by the Service Providers to the Subscribers attending a so-called "Live Challenge" online event, which is held at a later date and broadcast in real time by the Service Providers. In that „Live Challenge" event the Service Providers also share their remarks and observations with the participating Subscribers about the positions submitted for the purpose of improving the participating Subscribers' methodological knowledge and skills for successful stock trading and their trading techniques and strategies. while preserving the anonymity of the Subscriber who submitted the positions. In each Live Challenge event the anonymity of the Subscribers submitting their positions is guaranteed by the Service Providers.

- 2.7. Online seminars: for the Subscribers of certain Educational Packages, the Service Providers provide the opportunity to take part and make verbal comments in meetings organized and streamed in real time by the Service Providers, where the Service Providers provide training on the crypto market and other financial instruments trading for the attending Subscribers.
- 2.8. Contract: means the contract between the Subscriber and the Service Providers for the provision of digital content, concluded upon Subscription to the Service and confirmation of Subscription by the Service Providers, from the date of confirmation, under which the Service Providers undertake to provide the Subscriber with access to the Service ordered, while the Subscriber undertakes to pay the one-off fee or the subscription fee for the Service ordered. The contract concluded is considered an electronic distance contract concluded by means of devices that enable communication between absent parties. A Contract concluded by a Subscriber who is a consumer shall also be considered a consumer contract.
- 2.9. Subscriber: a natural person over the age of 18 or a legal entity who has successfully registered to the Website or under the terms of the these GTC and has subscribed to the selected Single Fee Educational Package or Subscription Fee Educational Package in accordance with the provisions of the present GTC.
 - 2.9.1. Consumer Subscriber: means any natural person Subscriber who is acting for purposes which are outside his or her trade, profession and economic activity when subscribing to any Services. A Subscriber who subscribes to the Service for purposes outside his/her self-employment and economic activity and who is a civil organization, a religious person, a condominium, a housing association, a micro, small or medium-sized enterprise is also considered as a Consumer Subscriber.
 - 2.9.2. Non-consumer Subscriber: any Subscriber who is a natural person or a legal person having legal capacity under its personal law, acting for purposes in accordance his or her trade, profession and economic activity.
- 2.10. Subscription: means the Subscriber's acknowledgement and acceptance of the Service Providers' current GTC and Privacy Policy, the ordering of the selected Educational Package and also the payment of the applicable fee for the selected Educational Package - a one-off fee or a monthly subscription fee. Upon confirmation of the Subscription by the Service Providers, the Contract between the Service Providers and the Subscriber, as defined above, is concluded and enters into force for an indefinite period.
- 2.11. Visitor: means a natural or legal person who is not a Subscriber and who visits the Website for preliminary information or for registration and subscription. After registration and payment of the fee, the Visitor becomes a Subscriber in accordance with Section 2.9. of subject GTC.

3. Scope of present General Terms and Conditions, jurisdiction, applicable law

- 3.1. The provisions of these GTC are binding on the Service Providers and the Subscriber (whether or not a Consumer), and in the absence of a subscription, on the Visitor.
- 3.2. The courts and authorities of Hungary shall have exclusive jurisdiction over disputes arising out of or in connection with these GTC, or any contract concluded between the Service Providers and the Subscriber or Visitor under these GTC, their performance, breach, termination, validity, interpretation or any other matter.
- 3.3. The interpretation and application of these GTC, as well as the interpretation and application of the Contract concluded between the Subscriber and the Service Providers shall be governed by and construed in accordance with the laws of Hungary, including, but not limited to, the relevant provisions of Hungarian law, in particular, but not exclusively, the provisions of Act V of 2013 on the Civil Code (hereinafter referred to as: "**the Civil Code**"), Act CVIII of 2001 on Electronic Commerce and on Information Society Services (hereinafter referred to as: „**Ektv.**”).
- 3.4. The contractual relationship between the Service Providers and the Subscriber shall also be governed by the following legislation:
 - Act LXXVI of 1997 on Copyright (hereinafter referred to as "**the Copyright Act**"),
 - Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC,
 - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
- 3.5. In the case of a Consumer Subscriber, in addition to the above-mentioned legislation, the following legislation shall also apply: Act XLVII of 2008 on the Prohibition of Unfair Business-to-Consumer Commercial Practices, Act CLV of 1997 on consumer protection, Government Decree 45/2014. (II.26.) on Detailed Rules governing contract concluded between consumers and businesses [hereinafter and prior to subject Article in Article 2.6 referred to as: „**Government Decree 45/2014 (II.26.)**”].

4. General rules governing the contract and the conclusion of the contract, general conditions for using the Service

- 4.1. The language of the contract is English.
- 4.2. The concluded Contract is not considered as a written agreement, the Service Providers do not file the concluded Contracts, it is not accessible after the conclusion of the Contract, however, the Subscriber is able to save and print all the necessary order information directly from his or her or its browser, and the automatic confirmation e-mail contains all the relevant information related to the order, including the Service Providers' general terms and conditions in force at the time of sending the order. The Subscriber can also view his or her or its own subscriptions on the Website under "Profile settings".
- 4.3. Personal limitation: the Services are available only to registered Subscribers or Visitors who are natural persons of legal capacity over the age of 18, or legal entities under their personal law. The Service Providers exclude their liability for damages resulting from false statements made by the Visitor or Subscriber during the registration process that he/she is over 18 years of age and that he/she has the capacity to act. In case the Service Providers become aware that any Visitor has registered on the Website as a subscriber in breach of the provisions of this paragraph, the Service

Providers shall be entitled to terminate the Contract with immediate effect and to withdraw all ordered Services from such person.

- 4.4. The Services can only be used by a Subscriber, and thus a valid Contract is only concluded with a Subscriber (as a precondition for the conclusion of the Contract) who, prior to registration and placing his or her or its order
 - a) gives his or her or its express consent to the Service Providers to commence performance of the Contract, i.e. to make the selected Educational Package available to the Subscriber [which is considered digital content on non-tangible media pursuant to clause m) of Subsection (1) of Section 29 of the Government Decree 45/2014 (II.26.)] immediately upon confirmation of the order, and who or which at the same time expressly acknowledges that he/she/it loses his/her/its right to terminate the Contract without notice after commencement of performance; and
 - b) declares that he/she is 18 years of age or older and has full legal capacity;
 - c) declares that he/she/it has read and accepts the Service Providers' General Terms and Conditions and Privacy Policy,
 - d) and also, expressly consents to the Service Providers making an audio recording of any verbal comments made by the Subscriber in online seminars or "Live Challenge" events and to the Service Providers publishing it online as an integral part of the online seminars or "Live Challenge" events recorded by the Service Providers.
- 4.5. The Subscriber may use the ordered Service and its content (the Educational Materials included in the ordered Educational Package) only for his/her/its personal use, and may not disclose his/her/its data (user name and password) required for using the Service or make it available to third parties.
- 4.6. When making verbal comments at online seminars or "Live Challenge" events, the Subscriber shall refrain from obscene or offensive language, or language that is offensive to the human dignity, honor, integrity or reputation of other persons, in particular persons acting on behalf of the Service Providers or other Subscribers, or that is offensive to the good business reputation of any of the Service Providers, or that is otherwise offensive. It is prohibited to disclose any personal data relating to a natural person, including personal data relating to the Subscriber himself/herself. Furthermore, the Subscriber shall refrain from any activity that may interfere with the the online seminar or the "Live Challenge" event, or that harms or endangers the business or other interests of the Service Providers. The Service Providers shall publish additional terms of use, expected standards of behavior and possible consequences of their violation, as well as the terms of use for participation in online seminars and "Live Challenge" events and for speaking at "Live Challenge" events, in each online seminar event, in a clearly visible manner under the heading "rules". The non-observance of the rules does not exempt the Subscriber from liability. The rules in this section apply mutatis mutandis to the Visitor.
- 4.7. The Subscriber acknowledges and accepts that in the Advanced Performance Challenge program he/she/it may only submit positions from a learning environment, demo account (including but not limited to: Tradingview, Metatrader Paper Trading, Pepperstone etc.), in such a way that the Service Providers can credibly verify the above requirements from the submitted images made from the positions. Otherwise, participation in the Advanced Performance Challenge shall be governed by the terms and conditions of participation of the Service Providers in force as published on its Website. The Service Providers will reject without consideration any entry that does not comply with the requirements of this clause or the provisions of the published rules of participation.

- 4.8. The Contract shall be concluded and come into force between the Service Providers and the Subscriber when the Subscriber's order is confirmed by the Service Providers.

5. Technical conditions for using the Service

- 5.1. The Subscriber can access the ordered Service after logging in on the Website. In order to access all of the Services, the Subscriber or Visitor must have at least the following basic system requirements: processor of 1 GHz or faster, 1 gigabyte of RAM, Direct-X 9 compatible video card, screen with 800x600 resolution, sound card, speaker, broadband Internet connection.
- 5.2. The Website supports the following computer operating systems: Windows 8.1, Windows 10 or Windows 11, Linux, IOS 12, or newer versions of computer operating systems than those listed.
- 5.3. The Website supports the following types of browsers, always with the latest versions:
- Firefox,
 - Google Chrome,
 - Microsoft Edge,
 - Opera,
 - Safari.
- 5.4. To view the Educational Material available in audio or video format no special software needs to be installed.

6. Technical steps for the registration and ordering

- 6.1. Orders can be placed exclusively electronically via the Website. Orders placed by telephone, fax, e-mail, WhatsApp, regular mail or any other means shall not be accepted by the Service Providers in any way.
- 6.2. The information provided on the Website, which is available without subscription or registration, is for information purposes only and shall not be considered as an offer to conclude a contract on the part of the Service Providers.
- 6.3. In order to order the chosen Service, the Visitor must register on the Website by creating a subscriber account on the Website. The registration and the related data provision is based on the Visitor's voluntary consent. The registration and the ordering of the selected Education Package may take place jointly. For orders covered by these GTC, the Visitor who registers as a Subscriber is considered as Bidder.
- 6.4. By clicking on the "Subscriptions" menu on the main page of the Website, the Website displays the optional Educational Packages and a brief description of their contents. For each of the displayed Educational Packages, there is a "Details" and a "Subscription" menu: by clicking on the "Details" area of the selected Educational Package, the Website displays the detailed content and description of the selected Educational Package, while by clicking on the "Subscription" area, the Visitor may select the chosen Educational Package and may register as a Subscriber. By clicking on the "Subscription" button, the Website redirects the Visitor to the registration page, where the Visitor shall fill in the following data: first name, last name, e-mail address, password, password confirmation, regarding the data related to the issuance of the invoice the address/address (address 1. line 1, if necessary for reasons of volume, address line 2, city, country, county, postal code) and, if registered as a company, the company name and Community tax number, as well as a declaration, as provided by the Service Providers, that the Visitor requests a company invoice. The chosen type of registration (individual or company registration) cannot be modified subsequently and cannot be combined. The registration interface also allows the Visitor to enter, if available, a coupon code provided by the Service Providers, which will provide a discount on the one-off fee or subscription fee. Any data entry errors may be corrected by the Visitor before finalizing the registration by overwriting the text affected by the data entry error, and the Website will automatically save the data entered by overwriting it. In addition, it is possible to correct data entry errors at any time

after registration by overwriting the text affected by the data entry error in the "My profile" menu after logging into the subscriber account. No subsequent modification of the e-mail address provided at registration is possible after the order has been sent. The Service Providers shall not be liable for any damages resulting from incorrect and/or inaccurate data provided during registration and ordering, or for any other resulting failure of performance.

- 6.5. On the registration interface, the Website summarizes the essential features of the selected Education Package and provides information about the followings:
- the total (gross) amount of the one-off fee at Single Fee Educational Package, or the applicable subscription fee at Subscription Fee Educational Package, including tax payable;
 - in the case of a Subscription Fee Educational Package, that the subscription fee in accordance with the clause 2.5. of these GTC includes all costs relating to the default subscription period (30 calendar days) defined in point charged automatically, and that the Subscriber, by sending the order, agrees that the amount of the subscription fee for the next subscription period will be automatically debited from the Subscriber's bank account by the Service Providers, through a third party service provider appointed by the Service Providers, on the last day of the subscription period, until the Subscriber has made a different decision or the Contract is terminated;
 - The payment of the fee is only possible by credit card via the "Stripe" payment application provided by Stripe Payments Europe Limited, which is a third-party payment service provider appointed by the Service Providers;
 - In the case of choosing a Subscription Fee Educational Package, that from the date of confirmation of the order by the Service Providers, a contract for indefinite period shall be concluded by and between the Service Providers and the Subscriber,
 - on the conditions for withdrawing or terminating the Contract.
- 6.6. Before registering and at the same time finalizing the order of the selected Educational Package, the Visitor is obliged to expressly declare by ticking the relevant boxes that he/she:
- has read, understood and accepted the Service Providers' general terms and conditions,
 - has read and understood the Service Providers' Privacy Policy and agrees to the data processing contained therein,
 - is over 18 years of age, and has full legal capacity,
 - expressly agrees that the Service Providers shall commence performance of the Contract, i.e. the provision of the content contained in the ordered Educational Package, immediately upon confirmation of the order, and at the same time expressly acknowledges that it shall lose its right to terminate the Contract without notice after the commencement of performance, and also
 - expressly consents to the Service Providers making an audio recording of any verbal comments made by the Subscriber in online seminars or "Live Challenge" events and to the Service Providers publishing it online as an integral part of online seminars or "Live Challenge" events recorded by the Service Providers.
- 6.7. The registration and the order can be validly made only in case of the Visitor- registered as a Subscriber- has made all the declarations listed in the previous section. In case of the Visitor would not fill in any of the text boxes for any of the above declarations, the Website shall send an error message and the "Subscribe" button will not be activated.
- 6.8. By clicking on the text "Terms and Conditions" or "Data protection information" in the checkboxes provided for this purpose, these documents can be directly accessed, viewed and saved directly to the Visitor's own device by clicking on the "Download this file" button, which is available after clicking on the "..." ("more options") icon in the bottom right corner of the screen.

- 6.9. After that the Visitor can click on the "Subscribe" button to send his/her/its registration request and order to the Service Providers. Clicking on the "Subscription" button entails a payment obligation in favor of the Service Providers, of which the Website will also warn the Visitor by means of a notice next to the "Subscription" button.

7. Terms of payment

- 7.1. The one-off fees or subscription fees indicated on the Website for each Education Package are in EUR (euro). During the registration and ordering process, after the Visitor - registered as a subscriber- has provided his/her/its valid address or registered office address, the Website will automatically charge and add to the subscription fee the amount of the applicable VAT based on the applicable tax law of the State of residence or registered office, which will be communicated to the Visitor in a clearly visible summary directly before sending his/her/its order with payment.
- 7.2. The subscription fee can only be paid via the online payment system "Stripe", which is a third-party payment system, provided by Stripe Payments Europe Limited (hereinafter: "Stripe Ltd."), a company appointed by the Service Providers. Bank transfer, cash payment or other payment methods are not possible. After clicking on the "Subscribe" button, the Stripe payment system will be loaded on the Website's interface, which is a secure card acceptance system using SSL protocol, operating in accordance with the rules and security standards of international card companies. The Website does not store the credit card details provided by the Visitor, and does not have any form of access to or knowledge of the credit card details or the details of the bank account, number, expiry date of the card. In the case of online payment by credit card, the Visitor agrees that the Service Providers may transfer the amount of the order fee to Stripe Ltd. for the purpose of fulfilling and monitoring the contract, and also agrees that the name of the Visitor on the credit card and the e-mail address, country or region specified at registration may be transferred to Stripe Ltd. for the purpose of monitoring the fulfillment of the contract and reducing the number of card misuses. To pay by credit card, the following information is required: e-mail address provided at the registration, card number (13-19 digit number embossed or printed on the front of the credit card), expiry date (number in hh/yy format embossed or printed on the front of the credit card), validation code (last three digits of the number sequence {CVV2 or CVC2} on the signature panel on the back of the credit card. If the Visitor's credit card does not have such a code, the relevant field on the payment page must be left blank). The following credit cards can be used to pay the fee: MasterCard, Visa, Visa Electron, Maestro. For these cards, it is up to the issuing bank to determine whether it allows the card to be used online. For precise information, the Visitor should contact the bank issuing the card. To make a payment by credit card from within the European Union, a two-factor identification may be required, the details of which are determined by the bank issuing the credit card.
- 7.3. The Service Providers shall not charge or impose any separate fees, costs or other payment obligations with regard to the choice of online payment by credit card.
- 7.4. With the Subscription Education Package, by submitting the order, the Visitor consents to the Service Providers automatically debiting their bank account with the amount of the subscription fee for the next subscription period on the last day of the subscription period via the Stripe payment system, unless the subscriber disposes otherwise or the contract is terminated.
- 7.5. The Visitor will only become a Subscriber upon successful registration and payment of the subscription fee for the selected Education Package as described above. In case of an unsuccessful payment transaction shall be confirmed, the Visitor will not be entitled to use the Service.
- 7.6. The Service Providers may independently decide on special discounts, promotions for a limited period of time, which may reduce the price of the Single Fee Educational Packages or the subscription fee of the Subscription Fee Educational Packages for a period defined by the Service

Providers, or provide other benefits, either for newly registered Visitors or for already registered Subscribers. The Service Providers will provide the effective date and the date of withdrawal or termination of these promotions and special discounts, as well as the details of the promotion and its conditions, by posting them on the dedicated area of the Website. The Service Providers may also grant discounts on an individual basis, in accordance with the principle of equal treatment of all those in the same situation. The Service Providers shall determine the eligible persons and other conditions of participation in each promotion at its discretion.

8. Modification of the subscription fee

- 8.1. The Service Providers reserve the right to unilaterally modify the fee for any of the Educational Packages provided at any time (hereinafter referred to as: “fee modification”). The fee modification will be published by the Service Providers on the Website, specifying the one or more Educational Packages affected by the fee modification, the amount of the modified subscription fee and the date of entry into force of the fee modification, which shall not be earlier than the date of publication of the Service Providers’ decision on the fee modification on the Website. The above fee modification shall apply only to new orders placed for any type of Educational Package after the effective date.
- 8.2. Prior to the entry into force of the fee modification, the previous fees in force at the time of the conclusion of the Contract shall apply to the existing Contracts for Subscription Fee Educational Packages until the end of the grace period (i.e. interim period) set by the Service Providers. The Service Providers shall provide the grace period at least until the last day of the default subscription period in progress at the time the fee modification comes into force. The Service Providers draw attention to the fact that in the event of a fee modification, the automatic renewal of existing Contracts for Subscription Fee Educational Packages, as provided for in clause 2.4 of these GTC, prior to the entry into force of the fee modification is not possible after the expiry of the grace period, due to the fact that the Service Providers are technically unable to set the modified subscription fee in the "Stripe" payment system for the respective subscription. Subject to this, any Contracts for Subscription Fee Educational Packages already in existence prior to the entry into force of the fee modification will be automatically terminated on the day following the expiry of the grace period. Upon termination of the Contract under this clause, the Subscriber must re-order the Service (subject to which a new contract will be executed). The Service Providers shall separately inform the Subscriber about the fee modification, the grace period and the above legal consequences of the fee modification for the Subscriber's existing Contract, and that the Subscriber is requested to re-order the Service, by sending an e-mail to the e-mail address provided by the Subscriber during registration, at the same time as the fee modification is published on the Website.
- 8.3. The Service Providers draw attention to the fact that if the Contract for the Subscription Fee Educational Package has been concluded subject to a specific discount or during a promotional period provided by the Service Providers in accordance with clause 7.6 of these GTC, the automatic renewal of the Contract, as provided for in clause 2.4 of these GTC, at the termination or withdrawal of such individual discount or promotional period is not possible, due to the fact that the Service Providers are technically unable to set the subscription fee without the discount in the "Stripe" payment system for the respective subscription. Subject to the above, Contracts for Subscription Fee Educational Packages concluded subject to a specific discount or during a promotional period provided by the Service Providers shall automatically terminate on the day following the expiry of the specific discount or promotional period or its withdrawal by the Service Providers. Upon termination of the Contract under this clause, the Subscriber must re-order the Service (subject to which a new contract will be executed). The Service Providers shall separately

inform the Subscriber of the termination or withdrawal of the specific discount or promotional period, as well as of the above legal consequences of the termination or withdrawal of the discount or promotional period for the Subscriber's existing Contract and of the fact that the Subscriber may only claim the new Service under the terms and conditions of a new Contract, by sending an e-mail to the e-mail address provided by the Subscriber during registration, at the same time as the termination or withdrawal of the specific discount or promotional period is published on the Website.

9. Confirmation of the Order, Conclusion of the Contract

- 9.1. After successful registration and ordering, immediately, but no later than 48 hours after the order has been sent, the Service Providers will send a confirmation e-mail with the subject "Welcome e-mail" to the Subscriber's e-mail account specified at the registration, confirming the acceptance of the order and the successful transaction, containing the following details of the order: the name and description of the ordered Education Package, the total amount of the subscription fee - including tax. In the confirmation e-mail, the Service Providers shall also confirm the Subscriber's declaration in which he expressly agrees that the Service Providers shall commence performance of the Contract, i.e. the making available of the content included in the ordered Education Package, immediately upon confirmation of the order, and in which he expressly acknowledges, jointly with his agreement, that he loses his right to terminate the Contract without notice once the performance has commenced. The confirmation e-mail shall also be accompanied by the Service Providers' General Terms and Conditions in force at the time of sending the order in pdf file format, which shall become part of the contract concluded between the Subscriber and the Service Providers. If the confirmation e-mail is not received by the Subscriber within 48 hours of the order being sent, the Subscriber shall be released from his obligation to make an offer (the Contract shall therefore not be concluded).
- 9.2. The Contract between the Subscriber and the Service Providers shall be concluded and enter into force when the Service Providers send the order confirmation e-mail referred to above to the Subscriber's registered e-mail address.
- 9.3. After successful registration and order, the Service Providers will send an e-mail to the Subscriber with the subject "Invoice received" immediately, but at the latest within 48 hours of sending the order, to the e-mail address provided during registration, to which the invoice issued for the order will be attached in "pdf" file format.

10. Termination, cancellation of the Contract, deletion of user account

- 10.1. A Subscriber who is considered a Consumer shall have the right to withdraw his/her order prior to the confirmation of his/her order by the Service Providers pursuant to Subsection (4) of Section of the Government Decree 45/2014 (II.26.), which shall terminate his/her obligation to make an offer for the conclusion of the Contract. In this case, the Service Providers shall refund to the Subscriber the full amount of the fee already paid by the Subscriber without delay, but no later than 14 days after the order is cancelled. The right to withdraw the order contained in this point does not belong to the Subscriber who is not a Consumer. In case of a Consumer Subscriber wishes to exercise the right to cancel the order, he/she must send a clear declaration of his/her intention to do so to the Service Providers by e-mail to the e-mail address support@tradeonthemarket.com. The Subscriber who is a Consumer may also use the model withdrawal form available on the Website or submit any other form clearly stating his/her intention to withdraw.
- 10.2. Taking in consideration that, according to the provisions of subclause a) of clause 4.5. of these GTC, the Service Providers shall only enter into a contractual relationship with a Visitor (Subscriber) who has expressly agreed that the Service Providers shall commence the performance

of the Contract, i.e. the provision of the content included in the ordered Educational Package, immediately upon confirmation of the order, and who, at the same time as giving his/her consent, expressly acknowledged that he/she would lose his/her right to terminate the contract without notice after the start of the performance, the Consumer Subscriber shall not be entitled to terminate the contract - in accordance with the provisions of the Subsection (1) of Section 20 of Government Decree 45/2014 (II.26.) - without notice within 14 days of the date of conclusion of the contract after the confirmation of his/her order by the Service Providers.

- 10.3. In the case of Subscription Fee Educational Packages, the Subscriber may terminate the Contract until the penultimate day of the current subscription period (i.e. the 29th [twenty-ninth] day of the 30-day subscription period) with effective date of the day following the last day of the subscription period by clicking on the "Cancel Subscription" button in the Profile menu on the Website, which shall be deemed to have been communicated to the Service Providers. In this case, the subscription fee paid for the respective subscription period already started will not be refunded. If the Subscriber fails to cancel the subscription until the penultimate day of the current subscription period (i.e. the 29th [twenty-ninth] day of the 30-day subscription period), the Service Providers are authorized to deduct the subscription fee for the next subscription period, by applying the provisions of clause 7.4 of these GTC accordingly, on the last day of the respective subscription period. In the event of cancellation, the Educational Materials included in the Subscription Educational Package ordered shall remain available to the Subscriber until the end of the subscription period. In the case of a Single Fee Educational Package, the Subscriber shall have the right to terminate the Contract with immediate effect without justification, without limitation, from the date of the conclusion of the Contract, in which case the Subscriber shall not be entitled to a refund of the one-off fee already paid, and his/her/its access to the ordered Education Package shall be terminated as from the date of his/her/its notice of termination to the Service Providers.
- 10.4. In the case of a Subscription Fee Educational Package, if the deduction of the subscription fee for the next subscription period in accordance with clause 7.4 of these GTC shall be unsuccessful, the Subscriber's subscription will be automatically terminated as of the calendar day following the last day of the subscription period and access to the content of the Educational Package will be withdrawn. The Service Providers will notify the Subscriber of this fact by e-mail.
- 10.5. The Contract shall also terminate in the following cases:
 - In the event of each Service Providers' dissolution without legal succession,
 - In the event of the dissolution without legal succession of a Subscriber who is a legal entity,
 - death of a Subscriber who is a natural person,
 - by mutual agreement between the Subscriber and the Service Providers,
 - in the events of termination of the Contract pursuant to clauses 8.2. and 8.3. of these GTC,
 - in the event of termination of the Contract pursuant to clause 10.6 of these GTC.
- 10.6. Either Party shall have the right to terminate the Contract unilaterally with immediate effect if the other Party is in serious breach of the provisions of these GTC. Serious breach of contract shall be deemed to be, in particular, but not limited to, a breach by the Subscriber of the copyright provisions of these GTC or a breach of clauses 4.3. and 4.4. of these GTC, and refusal of the Service without a legitimate reason on the part of the Service Providers.
- 10.7. Legal statements regarding the termination of the Contract shall be valid only in writing. For the purposes of this clause, a written declaration shall also be deemed to be a declaration sent by e-mail. Within the meaning of this clause, a written declaration of rights shall also be deemed to be a declaration of rights sent by the Subscriber from the e-mail address provided during registration and by the Service Providers from the e-mail address support@tradeonthemarket.com.

- 10.8. After the termination of the Contract for any reason, the Subscriber may assert his/her/its request for a new Service only with the conditions applicable to the new contract.
- 10.9. The termination or cancellation of the Contract for any reason shall not affect the validity of the Subscriber's registration for the user account created on the Website. If the Subscriber wishes to delete his/her/its user account, he/she/it must send a clear declaration of his/her/its intention by e-mail to the Service Providers' e-mail address support@tradeonthemarket.com.

11. Modification of these GTC

- 11.1. The Service Providers reserve the right to unilaterally modify the provisions of these GTC at any time.
- 11.2. The amended provisions shall enter into force on the day following publication on the Website and shall apply to orders placed after the date of entry into force. For Subscription Fee Educational Packages ordered prior to the date of entry into force of the amendment, the amendment to the GTC shall apply from the first day of the subscription period following the end of the subscription period already started.

12. Disclaimer of liability

- 12.1. The Service Providers draw both the Visitors' and Subscribers' attention to the fact that their Educational Materials and also their remarks and observations made on the online seminars or "Live Challenge" events are aimed at the methodology of technical analysis, i.e. the interpretation and explanation of past price changes and charts, and not at the analysis of market news and stock exchange companies' results, as well as the inference of future price changes. It is not possible to draw conclusions about the future with absolute certainty from past data, so there is no guarantee that certain trading methods based on past data will work effectively in the future, however, in no case are conclusions about the future drawn from past data in the Service Providers' Educational Materials or during the online seminars and "Live Challenge" events.
- 12.2. The Service Providers' Educational Materials, online seminars and "Live Challenge" events are intended solely to deepen the Subscribers' knowledge of the capital markets and crypto market, therefore the techniques and analysis methods proposed for the Subscribers are presented exclusively through demo accounts, and the Service Providers also recommend the use of demo accounts for the Subscribers. Any content, information, analysis contained in the Educational Materials or shared on online seminars or on "Live Challenge" events reflects the private opinion of the Service Providers only. In addition, the Service Providers do not in any way recommend that Subscribers make any decision to make their own money or assets dependent on and at risk, in whole or in part, on the effects of the capital market, crypto market, based on the knowledge gained and learned from viewing the Educational Materials, online seminars or "Live Challenge" events, or from participating in "Advanced Performance Challenge" program.
- 12.3. Subject to the foregoing, none of the elements of the Services provided by the Service Providers under these GTC shall constitute investment analysis or investment advice within the meaning of Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities.
- 12.4. If any Visitor or Subscriber, despite the Service Providers' warning in clauses 12.1 and 12.2 of these GTC, makes his/her/its money or property dependent on or at risk of the effects of the capital market or crypto market, or makes any other investment decision, based in whole or in part on information or data, analysis that may appear in the Service Providers' Educational Materials, online seminars or "Live Challenge" events held by the Service Providers, the Service Providers shall not be liable for any loss resulting therefrom.

- 12.5. The Service Providers shall not be liable for any damage caused to the Visitor or the Subscriber as a result of not being properly acquainted with the version of the GTC in force at the time of registration.
- 12.6. The Service Providers shall not be liable for any damage caused by the Visitor (Subscriber) due to incorrect and/or inaccurate data provided during registration and ordering (in particular, the incorrectly provided e-mail address), or for any other resulting failure of performance. Furthermore, the Service Providers cannot be held liable for any damage resulting from the Visitor or Subscriber forgetting his/her/its password or from it becoming accessible to unauthorized persons for any reason beyond the control of the Service Providers. The security of the Subscriber's access data (including in particular the password) is ensured by the Service Providers as described in the Privacy Policy. The Visitor (Subscriber) shall keep this data confidential. If the Visitor (Subscriber) becomes aware that his/her password has been accessed by an unauthorized third party, he/she shall immediately change his/her password and, if it is suspected that the third party has misused the password in any way, he/she shall immediately notify the Service Providers.

13. Copyright, right of use

- 13.1. All Educational Material provided by the Service Providers within the framework of the provision of the Service shall be deemed to be the exclusive intellectual property of the Service Providers, which is protected by the Copyright Act and international copyright protection agreements and international treaties.
- 13.2. In the case of Contracts concluded on the basis of these GTC, the Service Providers shall grant the Subscribers the right to use the Educational Packages and the Educational Materials forming part of the Educational Packages for the duration of the Contract, or in the case of Subscription Fee Educational Packages for the duration of the subscription period arranged by the payment of the subscription fee, under the conditions set out in these GTC. Visitors without a subscription are entitled to view, learn from and be informed by articles and blog posts that made available by the Service Providers free of charge, which are not included in separate Educational Packages.
- 13.3. The Subscriber is entitled to view and learn from all the Educational Material included in the ordered Educational Package, but is not entitled to use, re-use, publish in print or electronically, or transfer or copy the Educational Package and/or the Educational Material included therein, neither in whole nor in part, to any third party, whether for remuneration or not. These restrictions also apply to non-subscribing Visitors in relation to the articles and blog posts of the Service Providers that are not separately included in any Educational Packages, to which the Service Providers provide free access to Visitors without a subscription.
- 13.4. The Service Providers reserve to themselves all other rights of use, exploitation, ownership and publication of the Educational Materials, in addition to the rights of use granted to the Subscribers and Visitors as set out above.
- 13.5. If the Subscriber unauthorizedly transfers the use of the ordered Educational Package(s) to a third party, uses it in any way other than in accordance with these GTC, and fails to take all reasonable measures to prevent unauthorized use in violation of the provisions of these GTC, the Subscriber shall be liable for damages.
- 13.6. The ordered Educational Package(s) and the Educational Material(s) that are part of it are prohibited:
- Make available to third parties,
 - lend, rent or lease to third parties,
 - in the case of a Subscriber who is a legal entity, to use, rent, lease or lease, whether or not they have individual rights of use, the Materials, whether or not they are individually licensed, without prior written notification to the Service Providers and the written consent

of the Service Providers, in the event of a merger of such Subscriber with another legal entity or in the event of a merger of their computer intranet networks,

- download or record or copy their contents,
- alter, modify, adapt or make preparations for the same,
- reverse-engineer, decompile, reverse-engineer or source code the Educational Material where this is reasonable,
- publish it in any manner or form.

14. Complaint handling and legal enforcement options for Consumer Subscribers

14.1. The Service Providers' complaints handling procedure

14.1.1. A Consumer Subscriber may notify the Service Providers orally and also in writing, primarily by e-mail, of any complaint of a nature relating to the conduct, activity or omission of the Service Providers directly related to the provision of the Service. The Service Providers' mutual registered office is located at Ulica Generála Klapku 3181/37, Komárno 945 01 Slovakia.

14.1.2. Oral complaints can be made at the registered office of the Service Providers. Written complaints may be submitted to the following contact details of the Service Providers:

- by e-mail addressed to support@tradeonthemarket.com, or
- by post to the Service Providers' registered office address.

14.1.3. The Service Providers shall respond to written complaints in writing within 30 days of receipt in a verifiable manner and shall arrange for its communication. The Service Providers shall state the reasons for rejecting the complaint. The Service Providers shall keep a record of the complaint and a copy of the reply for 3 years and shall present it to the supervisory authorities at their request.

14.1.4. In case of rejection of a complaint, the Service Providers shall at the same time inform the Consumer Subscriber in writing of the authority or conciliation body to which he/she may refer the complaint, depending on its nature. The information shall also include the seat, telephone and internet contact details and postal address of the competent authority or conciliation body of the place of residence or domicile of the Consumer, as well as the fact that the Service Providers has not made a declaration of submission to the Hungarian Chamber of Commerce and Industry in which it undertook to submit to the conciliation procedure and, in the absence of a settlement, to the decision of such procedure.

14.1.5. The Service Providers may refrain from investigating a repeated complaint with the same content as the previous complaint, which has been answered in substance, made by the same Subscriber, who is the same Consumer, and which does not contain new information, as well as a consumer complaint made by an unidentified person.

14.2. Complaints to the consumer protection authority

14.2.1. In the event of a consumer dispute (i.e. a dispute relating to the conclusion and performance of a sales or service contract between the consumer and the business, or, in the absence of a sales or service contract concluded separately between the consumer and the business, a dispute relating to the quality, safety, application of product liability rules or quality of service), the Consumer Subscriber may lodge a complaint with the Consumer Protection Authority, which shall decide whether to initiate consumer protection proceedings on the basis of its assessment of the complaint.

14.2.2. The metropolitan and county government offices act as general consumer protection authorities. Their contact details can be found at <https://kormanyhivatalok.hu>.

14.3. Conciliation Body procedure

- 14.3.1. In addition to the above, in the event of a consumer dispute, the Consumer Subscriber has the option to apply to the conciliation body competent in the place of residence or domicile of the Consumer Subscriber. In the absence of the Consumer Subscriber's domicile or residence in the country, the competence of the conciliation body shall be established by the registered office of the Service Providers, but the Consumer Subscriber may request that the conciliation body designated in the application be replaced by the body competent as described above. Where several consumers submit a joint application, the body competent for any one of them shall be competent for all the applicants.
- 14.3.2. The conciliation body is competent to settle consumer disputes out of court. The conciliation body's task is to attempt to reach an agreement between the parties to settle the consumer dispute and, if this is unsuccessful, to decide on the case in order to ensure the simple, quick, efficient and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the consumer or the business, advise on the rights and obligations of the consumer. The conciliation body is a professionally independent body run by the county (capital city) chambers of commerce and industry.
- 14.3.3. The Budapest Conciliation Body shall have jurisdiction to settle disputes relating to contracts concluded online.
- 14.3.4. Contact details of conciliation bodies

Budapest Conciliation Body

Territory of jurisdiction: Budapest

Address: 1016 Budapest, Krisztina krt. 99. I/111.

Post address: 1253 Budapest, Pf.:10.

Phone: +36 (1) 488-2131

E-mail: bekelteto.testulet@bkik.hu

Website: <https://bekeltet.bkik.hu>

Baranya County Conciliation Body

Territories of jurisdiction: Baranya County, Somogy County, Tolna County

Address: 7625 Pécs, Majorossy I. u. 36.

Phone: +36 72 507-154

E-mail: info@baranyabekeltetes.hu

Website: <http://www.baranyabekeltetes.hu/kapcsolat/>

Borsod-Abaúj-Zemplén County Conciliation Body

Territories of jurisdiction: Borsod-Abaúj Zemplén County, Heves County, Nógrád County

Address: 3525 Miskolc, Szentpáli u. 1.

Post address: 3625 Miskolc, Pf. 376.

Phones: +36 (46) 501-091 (in cases to be started) or +36 (46) 501-870 (in ongoing cases)

E-mail: bekeltetes@bokik.hu

Website: <http://www.bekeltetes.borsodmegye.hu/>

Csongrád-Csanád County Conciliation Body

Territories of jurisdiction: Békés County, Bács-Kiskun County, Csongrád-Csanád County

Address: 6721 Szeged, Párizsi krt. 8-12.

Phone: +36 (62) 549-392

E-mail: bekelteto.testulet@cskik.hu

Website: <http://www.bekeltetes-csongrad.hu/>

Fejér County Conciliation Body

Territories of jurisdiction: Fejér County, Komárom-Esztergom County, Veszprém County

Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.

Phones: +36 (22) 510-310

E-mail: bekeltetes@fmkik.hu

Website: <http://www.bekeltetesfejer.hu/kapcsolat/>

Győr-Moson-Sopron County Conciliation Body

Territories of jurisdiction: Győr-Moson-Sopron County, Vas County, Zala County

Address: 9021 Győr, Szent István út 10/a.

Phone: +36 (96) 520-217

E-mail: bekeltetot@gymskik.hu

Website: <http://www.bekeltetesgyor.hu/>

Hajdú-Bihar County Conciliation Body

Territories of jurisdiction: Jász-Nagykun-Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár-Bereg County

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Phone: +36 (52) 500-710 or 500-745

Fax: +36 (52) 500-720

E-mail: bekelteto@hbkik.hu

Website: <https://www.hmbekeltetes.hu/>

Pest County Conciliation Body

Territory of jurisdiction: Pest County

Address: 1055 Budapest, Balassi Bálint utca 25. 4. em. 2.

Phone and fax: +36 (1)- 792-7881

E-mail: pmbekelteto@pmkik.hu

Website: <https://panaszrendezes.hu/>

14.4. Possibility to apply to the courts

The Subscriber may go to court to enforce his/her claims arising from a consumer dispute.

15. Final provisions

15.1. The Service Providers are not subject to the provisions of the Code of Conduct, and are not members of a professional representative body (chamber).

15.2. The rights of the Service Providers under these GTC shall be jointly and severally owned by the Service Providers, while the obligations of the Service Providers shall be jointly and severally borne by the Service Providers.

Effective: from 11 April 2025

Tamás Nagy Chief Executive Officer

Trade on the Market s.r.o., TOTM s.r.o., TOTM ADM s.r.o.